

APPENDIX DA

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-WISCONSIN means the applicable above listed ILECs doing business in Wisconsin.
- 1.4 The prices at which AMERITECH-WISCONSIN agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

- 2.1 Where technically feasible and/or available, AMERITECH-WISCONSIN will provide the following DA Services:
 - 2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.
 - 2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)
A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)
A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users. CLEC acknowledges

that the Federal Communications Commission has issued an order that could affect AMERITECH-WISCONSIN ability to offer NLS and that AMERITECH-WISCONSIN may have to stop providing NLS at anytime.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

- 3.1.1 “**Call Branding**” -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.
- 3.1.2 “**Non-List Telephone Number or DA only Telephone Number**” - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.3 “**Non-Published Number**” - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 “**Published Number**” - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Where technically feasible and/or available, AMERITECH-WISCONSIN will brand DA in CLEC’s name based upon the criteria outlined below. In non-Resale situations, if CLEC uses its own switch, technical feasibility is not a limitation.

- 4.1.1 Where AMERITECH-WISCONSIN provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AMERITECH-WISCONSIN is only providing DA service on behalf of the CLEC, the calls will be branded.
- 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
- 4.1.3 CLEC will provide written specifications of its company name to be used by AMERITECH-WISCONSIN to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.4 Intentionally Omitted.
- 4.1.5 A CLEC purchasing AMERITECH-WISCONSIN unbundled local switching is responsible for maintaining CLEC’s End User customer records in AMERITECH-WISCONSIN Line Information Database (LIDB) as

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described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Intentionally Omitted.

4.1.7 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, AMERITECH-WISCONSIN will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 CLEC will inform AMERITECH-WISCONSIN, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide AMERITECH-WISCONSIN updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.

5.1.4 When an AMERITECH-WISCONSIN Operator receives a rate request from a CLEC End User, AMERITECH-WISCONSIN will quote the applicable DA rates as provided by CLEC.

5.1.4.1 In the interim, when an Operator receives a rate request from a CLEC End User, AMERITECH-WISCONSIN will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When AMERITECH-WISCONSIN has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force schedule issues, AMERITECH-WISCONSIN will be the sole provider of DA Services for CLEC's local serving area(s).
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AMERITECH-WISCONSIN Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from AMERITECH-WISCONSIN, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to AMERITECH-WISCONSIN a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide AMERITECH-WISCONSIN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to AMERITECH-WISCONSIN for inclusion in AMERITECH-WISCONSIN DA database via electronic gateway as described in Appendix WP. CLEC further agrees that AMERITECH-WISCONSIN can release CLEC's directory assistance listings stored in AMERITECH-WISCONSIN directory assistance database to competing providers provided that AMERITECH-WISCONSIN agrees to compensate CLEC by paying CLEC the amount AMERITECH-WISCONSIN collects from such competing providers in connection with CLEC's listing information.
- 6.7 CLEC agrees that AMERITECH-WISCONSIN may utilize CLEC's End User's listings contained in AMERITECH-WISCONSIN directory assistance database in providing existing and future AMERITECH-WISCONSIN directory assistance or DA related services.
- 6.8 CLEC further agrees that AMERITECH-WISCONSIN can release CLEC's directory assistance listings stored in AMERITECH-WISCONSIN directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 AMERITECH-WISCONSIN will provide DA Services in a non-discriminatory manner with the same level of service and with the same time intervals for call answer and response as AMERITECH-WISCONSIN provides to its own End Users, to CLEC's End Users in accordance with AMERITECH-WISCONSIN DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, AMERITECH-WISCONSIN may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 AMERITECH-WISCONSIN will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix. Furthermore, and not by way of limitation of the preceding sentence, the parties specifically agree that any claims arising from disclosure of telephone number, address, or name associated with the telephone called or telephone used shall be subject to the indemnification provisions of the General Terms and Conditions.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by AMERITECH-WISCONSIN, all amounts due for actual services provided

under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AMERITECH-WISCONSIN pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.